

The Honorable Benjamin H. Settle

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

LYDIA WORK and DONALD WORK,

Plaintiffs,

V.

CRESTBROOK INSURANCE COMPANY,

Defendant.

No. 3:20-cv-5719-BHS

JOINT STATUS REPORT AND DISCOVERY PLAN

The parties, through undersigned counsel, participated in the conference required by Fed. R. P. 26(f), Local Civil Rule 26(f), and the Court's Order Regarding Initial Disclosures, Status Report, and Early Settlement. The parties hereby jointly submit the following:

JOINT STATUS REPORT AND DISCOVERY PLAN

1. Statement of Nature and Complexity of the Case. This is an insurance coverage lawsuit stemming from a claim plaintiffs Lydia and Donald Work (collectively, “Plaintiffs” or “Work”) submitted for damage to their residence located in Kalama, Washington, under a property insurance policies issued to Plaintiffs by defendant Crestbrook Insurance Company (“Defendant” or “Crestbrook”). Crestbrook determined its coverage obligation was limited by the terms of the insurance policies. Plaintiffs dispute Crestbrook’s reliance on the policy limitations and assert it underpaid their insurance claim. Plaintiffs seek damages from

1 Crestbrook for breach of contract, tortious bad faith, and violation of the Consumer Protection
 2 Act and the Insurance Fair Conduct Act. Crestbrook denies liability for any of Plaintiffs' claims.
 3 The parties agree this is not a complicated case within the context of Fed. R. Civ. P. 16(c)(2)(L).

4 **2. Deadline for Joinder of Additional Parties.** The parties agree a reasonable
 5 deadline for joining additional parties is on or before December 7, 2020.

6 **3. Assignment to United States Magistrate Judge.** The parties do not consent to
 7 submission of the case to a United States Magistrate Judge.

8 **4. Proposed Discovery Plan (Fed. R. Civ. P. 26(f)(3))**

9 (A) **Initial Disclosures.** The parties agree to abide by the Court's Order to exchange
 10 Initial Disclosures on or before October 26, 2020. [Dkt. 4]

11 (B) **Discovery to be Conducted.** The parties anticipate they will exchange written
 12 discovery and take depositions of fact and expert witnesses. Plaintiffs anticipate
 13 they will pursue discovery regarding all topics relevant to their claims and the basis
 14 of the defenses asserted by Crestbrook. Crestbrook anticipates pursuing discovery
 15 on all topics relevant to Plaintiffs' claims and claimed damages. The parties do not
 16 anticipate the need to conduct discovery in phases. The parties agree discovery can
 17 be completed by July 2, 2021. They also propose the following timeline for
 18 discovery: (1) Expert Disclosures, if any, shall be exchanged by April 2, 2021; and
 19 (2) Rebuttal Expert Disclosures, if any, shall be exchanged by May 7, 2021.

20 (C) **Electronically Stored Information.** The parties agree to exchange electronically
 21 stored information as appropriate, and to produce any such unprivileged
 22 information as it is maintained in the ordinary course of business. The parties do
 23 not anticipate any issues or complications regarding electronically stored
 24 information. If any such issues arise, the parties will meet and confer regarding
 25 whether to adopt the Model Protocol for Discovery of Electronically Stored
 26 Information in Civil Litigation (the "Model Protocol"). At this time, the parties do

1 not adopt the Model Protocol.

2 (D) **Privilege Issues.** The parties anticipate there may be discovery issues relating to
3 certain potentially privileged materials, including materials that may be protected
4 from disclosures under the attorney-client privilege and the attorney work product
5 doctrine. The parties anticipate working together to resolve these issues and
6 seeking Court intervention only when necessary. The parties further agree that
7 inadvertent disclosures shall be addressed in accordance with Fed. R. Civ. O.
8 26(b)(5)(3) and Fed. R. Evid. 502(b).

9 (E) **Proposed Limitations on Discovery.** The parties agree the presumptive
10 limitations on discovery under the Federal Rules of Civil Procedure and the Local
11 Civil Rules should not be altered at this time. The parties agree this representation
12 is without prejudice to the right of any parties to later seek relief from those
13 limitations.

14 (F) **Discovery Related Orders.** The parties do not currently anticipate the need for
15 any discovery related orders.

16 **5. The Parties' Views, Proposals, and Agreements (Local Civil Rule 26(f)(1))**

17 (A) **Prompt Case Resolution.** The parties have conferred regarding possible early
18 resolution of the case, including resolving the case without the need for extensive
19 formal discovery, motion practice, or trial. Plaintiffs have provided Crestbrook
20 with a settlement demand and Crestbrook is presently consider its response to that
21 demand.

22 (B) **Alternative Dispute Resolution.** The parties anticipate they may engage in
23 mediation if the parties' private settlement discussions are unsuccessful.

24 (C) **Related Cases.** None.

25 (D) **Discovery Management.** The parties intend to efficiently manage discovery
26 within the limitations set forth in the Federal Rules of Civil Procedure and Local

1 Civil Rules. The parties do not anticipate any issues regarding disclosure or
 2 discovery of electronically stored information.

- 3 (E) **Anticipated Discovery Sought.** The parties anticipate they will exchange written
 4 discovery and take depositions of fact and expert witnesses. Plaintiffs anticipate
 5 they will pursue discovery regarding all topics relevant to its claims and the basis
 6 of the defenses asserted by Crestbrook. Crestbrook anticipates pursuing discovery
 7 on all topics relevant to Plaintiffs' claims and damages.
- 8 (F) **Phasing Motions.** The parties do not believe it is necessary for the Court to
 9 establish phasing of the parties' motions. The parties do agree to work together
 10 with regard to scheduling motions in a manner that takes into account the efficiency
 11 of resolving the issues in the case.
- 12 (G) **Preservation of Discoverable Information.** The parties have taken reasonable
 13 steps to preserve discoverable information.
- 14 (H) **Privilege Issues.** As noted above, the parties anticipate there may be privilege
 15 issues surrounding the attorney-client privilege and work product doctrine. The
 16 parties are committed to working together to resolve any such issues as they arise
 17 and, if not resolved privately, working together to present the issues to the Court.
 18 In the event of an inadvertent production of materials subject to a claim of privilege
 19 or work product protection, the parties agree to comply with Fed. R. Civ. P.
 20 26(b)(5)(B) and Fed. R. Evid. 502(b).
- 21 (I) **Model Protocol for Discovery of ESI.** The parties do not currently anticipate any
 22 issues regarding exchange of electronically stored information. If such an issue
 23 arises, the parties agree to meet and confer regarding whether to adopt the Model
 24 Protocol. At this time, the parties do not adopt the Model Protocol.
- 25 (J) **Alternatives to Model Protocol.** The parties do not anticipate any issues regarding
 26 disclosure or discovery of electronically stored information and, therefore, do not

1 anticipate the need to adopt alternatives to the Model Protocol.

2 **6. Discovery Completion.** The parties have conferred and believe discovery can be
3 completed by July 2, 2021.

4 **7. Bifurcation.** The parties do not believe this case should be bifurcated.

5 **8. Pretrial Statements and Pretrial Orders.** The parties agree the case is an
6 appropriate case for pre-trial statements and a pre-trial order.

7 **9. Individualized Trial Program.** The parties do not believe this case should be
8 submitted to the Individualized Trial Program.

9 **10. Suggestions for Shortening or Simplifying Case.** The parties have no
10 suggestions at this time for nay orders or other formal methods of shortening or simplifying the
11 case. The parties are prepared to made good faith efforts to assess whether certain issues should
12 be resolved on early motions following some discovery. The parties agree that scheduling Fed.
13 R. Evid. 104 hearings and motions, if applicable, will shorten and simplify the trial.

14 **11. Date Ready for Trial.** The parties anticipate the case will be for trial on September
15 14, 2021.

16 **12. Jury or Non-Jury Trial.** Plaintiffs have demanded a jury trial.

17 **13. Length of Trial.** The parties anticipate trial in this matter will take 3-4 days.

18 **14. Trial Counsel.** Below is the contact information for trial counsel for the parties:

19 Plaintiffs Lydia and Donald Work: Nick Thede and Kyle Sturm, Foreman Sturm & Thede
20 LLP, P.O. Box 13098, Portland, Oregon 97213, t: 503.206.5824.

21 Defendant Crestbrook Insurance Company: Stephanie Andersen and Paul S. Smith,
22 Forsberg & Umlauf P.S., 901 Fifth Avenue, Suite 1400, Seattle, Washington 98164, t:
23 206.689.8500.

24 **15. Trial Date Complications.**

25 Counsel for Plaintiffs has the Following Trial Conflicts:

26 None.

1 Counsel for Defendant has the Following Trial Conflicts:

2 None.

3 **16. Service on Defendant.** All defendants have been served.

4 **17. Scheduling Conference.** The parties agree a scheduling conference is not
5 necessary prior to entry of a scheduling order.

6 **18. Corporate Disclosure Statements (Fed. R. Civ. P. 7.1 and Local Civil Rule 7.1).**

7 Crestbrook filed its Corporate Disclosure Statement with the Court on August 19, 2020 [Dkt. 9].

8 Plaintiffs are not under an obligation to file a Corporate Disclosure Statement.

9 DATED this 20th day of October, 2020.

10 FOREMAN STURM & THEDE, LLP

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